



BOULT CUMMINGS
CONNERS BERRY PLC

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October 4, 2002

TN REGULATORY AUTHORITY
DOCKET ROOM

Honorable Sara Kyle
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

Re: *Approval of Amendment to the Interconnection Agreement By and
Between BellSouth Telecommunications, Inc. and US LEC of Tennessee,
Inc. Dated January 1, 2000*
Docket No. 02-01130

Dear Chairman Kyle :

Enclosed please find the original and fourteen (14) copies of the Amendment to the Interconnection Agreement By and Between BellSouth Telecommunications and US LEC of Tennessee, Inc. which was dated January 1, 2000. I have enclosed a check in the amount of \$50.00 to cover the cost of filing. Thank you for your attention this matter.

Very truly yours,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

By: *Henry Walker*
Henry Walker *HW*

HW/nl

v

10/4/2002

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**Amendment to the Interconnection Agreement
By and Between BellSouth Telecommunications, Inc.
And US LEC of Tennessee Inc.
Dated January 1, 2000**

This Agreement (the "Amendment") is made by and between US LEC of Tennessee Inc., a Delaware corporation ("US LEC") and BellSouth Telecommunications, Inc., a Georgia corporation ("BellSouth") and shall be deemed effective on June 14, 2001.

WHEREAS BellSouth and US LEC entered into an Interconnection Agreement effective January 1, 2000 (the "Interconnection Agreement"); and

WHEREAS, BellSouth and US LEC desire to amend the Interconnection Agreement to dated January 1, 2000;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, US LEC and BellSouth (individually, a "Party" and collectively, the "Parties") hereby covenant and agree as follows:

1. The Parties hereby mutually agree to delete in its entirety the definition of "Local Traffic" contained in Part B of the General Terms and Conditions of the Agreement and replace it with the following:

Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service ("EAS") exchange. The terms Exchange, and EAS exchanges are defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff.

2. The Parties hereby mutually agree to delete in its entirety Attachment 3 of the Agreement and to replace it with the new Attachment 3, which is attached hereto and incorporated herein by this reference.

3. The Parties hereby mutually agree to incorporate into Attachment 12 of the Interconnection Agreement the intercarrier compensation rates for ISP-bound traffic, which are attached hereto as Exhibit 1 and incorporated herein by this reference.

4. The Parties hereby mutually agree that the current rates for Local Interconnection that are contained in Attachment 12 of the Interconnection Agreement will remain effective until November 3, 2002. Effective on November 4, 2002, the Parties agree to delete the rates for Local Interconnection in their entirety and replace them with the new rates contained in Exhibit 2, which is attached hereto and incorporated herein by this reference.

5. The Parties hereby mutually agree to delete in its entirety the following Section 3 from the Adoption Papers,

3. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in Section 1.1 of the XO Tennessee Interconnection Agreement. For the purposes of determining

the expiration date of this Agreement pursuant to section 1.1 of the Interconnection Agreement, the effective date shall be November 4, 1999.

and replace it with the following,

3. The term of this Agreement shall be from the effective date as set forth above and shall expire as of December 31, 2003.

6. All of the other provisions of the Interconnection Agreement shall remain unchanged and in full force and effect.

7. Either or both of the Parties are authorized to submit this Amendment to the appropriate State Public Service Commissions or other Regulatory Agencies for approval subject to Section 252 (e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

US LEC of Tennessee Inc.

BellSouth Telecommunications, Inc.

Wanda G. Montano
Wanda Signature G. Montano

Elizabeth R. A. Shiroishi
Signature

Vice President,
Regulatory & Industry
Affairs
Title

ELIZABETH R. A. SHIROISHI
Name
Assistant Director
Interconnection Services
Title

September 19, 2002
Date

09-19-02
Date

Local Interconnection

BellSouth shall provide US LEC interconnection with BellSouth's network for the transmission and routing of telephone exchange service and exchange access on the following terms:

1. Local Traffic Exchange
 - 1.1 Local Traffic: Local traffic shall be as defined in Part B of the General Terms and Conditions of this Agreement. All other traffic that originates and terminates between end users within a LATA boundary shall be defined as toll traffic. In no event shall the local traffic area for purposes of local call termination billing between the parties be decreased.
 - 1.2 Interconnection Points. Local interconnection shall be available at any technically feasible point within BellSouth's network, including, at minimum, the following points:
 - 1.2.1 Line-side of local switch;
 - 1.2.2 Trunk-side of local switch;
 - 1.2.3 Trunk interconnection points for tandem switch;
 - 1.2.4 Central office cross-connect points;
 - 1.2.5 Out-of-band signal transfer points;
 - 1.2.6 Applicable unbundled Network Element points, and any other technically feasible point, including SLCs and vaults.
 - 1.2.7 Pursuant to Section 6 of the Agreement, requests for interconnection at other points may be made through the Bona Fide Request process set forth in Attachment 10.
 - 1.3 Percent Local Use. When traffic other than local traffic is routed on the same facilities as local traffic, each party shall report to the other a Percentage Local Usage ("PLU"). The application of the PLU will determine the amount of local minutes to be billed to the other party. For purposes of developing the PLU, each party shall consider every local call and every long distance call. Effective on the first of January, April, July and October of each year, BellSouth and US LEC shall provide a positive report updating the PLU. Detailed requirements associated with PLU reporting shall be as set forth in BellSouth's Standard Percent Local Use Reporting Platform for Interconnection Purchasers, as it is amended from time to time during this Agreement.

- 1.3.1 Audits. On thirty (30) days written notice, each party shall provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and US LEC shall retain records of call detail for a minimum of nine months from which a PLU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditory paid for by the party requesting the audit. The PLU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either party is found to have overstated the PLU by twenty percentage points (20%) or more, that party shall reimburse the auditing party for the cost of the audit.
- 1.4 Percentage Interstate Usage. For combined interstate and intrastate US LEC traffic terminated by BellSouth over the same facilities, US LEC shall provide a projected Percentage Interstate Usage ("PIU") to BellSouth. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff shall apply to US LEC. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor shall be used for application and billing of local interconnection and intrastate toll access charges.
- 1.5 Unidentified Local Traffic. Whenever BellSouth delivers traffic to US LEC for termination on the US LEC's network, if BellSouth cannot determine whether the traffic is local or toll, BellSouth shall apply the percentages associated with identifiable local and toll traffic to the unidentified local traffic. BellSouth shall make appropriate billing adjustments if US LEC can provide sufficient information for BellSouth to determine whether unidentified traffic is local or toll. If BellSouth deploys an NXX code across its local calling areas in such a manner that US LEC cannot determine whether the traffic it delivers to BellSouth is local or toll, this subsection shall apply to BellSouth and to US LEC.
- 1.6 Transit Traffic at the Local Tandem. BellSouth shall provide tandem switching and transport at local tandems where US LEC has established a point of interconnection for the purposes of the termination of local traffic between US LEC and other telecommunications carriers having a point of interconnection with BellSouth at the same local tandem or other local tandems within the same Local Calling Area. Where an agreement is required by a third party telecommunications service provider, US LEC shall be responsible for coordinating with such third party telecommunications service provider to establish the terms by which traffic shall be exchanged.

- 1.6.1 Upon the execution of this Agreement, BellSouth and US LEC shall immediately commence using their best efforts to expedite implementation of this arrangement.
- 1.6.2 US LEC must install two way trunking for this service and shall direct traffic to be terminated to BellSouth's network or to other carriers over said two way trunks. BellSouth shall route all transit traffic from other carriers to US LEC over said two way trunks. BellSouth shall not charge any other carrier or customer for said two way trunks.
- 1.6.3 The local tandem must be equipped with the recording and billing capacity to measure third party traffic. At US LEC's request, BellSouth shall identify all such local tandems. BellSouth shall notify US LEC promptly when a local tandem becomes equipped with this capacity so that US LEC can request any necessary facilities changes (e.g., local tandem trunk translations, trunk augmentations).
- 1.6.4 BellSouth may develop a rate to recover its costs of notifying US LEC of NXXs that are homed off the local tandem. Any such rate shall be assessed when a new NXX code for a transiting carrier is activated in the local tandem. The rate contemplated, if any, shall be developed pursuant to the appropriate cost recovery methodology adopted by the state regulatory body. If the Parties cannot agree on the appropriate rate to be charged, either Party may utilize the dispute resolution process set forth in the General Terms and Conditions of this Agreement.
- 1.6.5 The tandem interconnection charges as set forth in Attachment 12 shall apply.
- 1.6.6 US LEC may request that BellSouth provide such intermediary tandem switching services at local tandems where the local tandem is not, as of the date of this Agreement, technically capable of providing such services. In such cases, US LEC shall pay BellSouth its pro rata share of the reasonable costs, if any, associated with accelerating the deployment of necessary software.
- 1.7 Mutual Provision of Access Service. When BellSouth and US LEC provide an access service connection between an interexchange carrier ("IXC") and each other, each party shall provide its own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each party shall bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge shall be billed by the party providing the end office function. BellSouth shall use the Multiple Exchange Carrier Access Billing system to establish meet point billing for all applicable traffic, including traffic terminating to ported numbers. 30-day billing periods shall be employed for these arrangements. The recording party shall provide to the initial billing company, at no charge,

the switched access detailed usage data within a reasonable time after the usage is recorded. The initial billing company shall provide the switched access summary usage data to all subsequent billing companies within 10 days of rendering the initial bill to the IXC.

- 1.8 Rates. Rates for interconnection of local traffic on the BellSouth network, as described in this Section, are set out in Attachment 12. Compensation for interconnection shall be reciprocal, as set out in Section 8 below, and shall reflect the fixed and non-recurring costs incurred. Recurring and non-recurring rates associated with interconnecting trunk groups between BellSouth and US LEC are as set forth in Attachment 12. To the extent a rate associated with the interconnecting trunk group is not set forth in Attachment 12, the rates shall be as set forth in the appropriate BellSouth intrastate or interstate access tariff.

2. **Exchange of IntraLATA Toll Traffic**

Exchange of intraLATA toll traffic between BellSouth and networks shall occur as follows:

- 2.1 IntraLATA Toll Traffic. IntraLATA toll traffic is traffic that is not Local Traffic, as defined in Section 1.1 above.
- 2.2 Delivery of intraLATA toll traffic. For terminating its toll traffic on the other company's network, each party shall pay BellSouth's current intrastate terminating switched access rate, inclusive of the Interconnection Charge and the Carrier Common Line rate elements of the switched access rate. See BellSouth's Intrastate Access Services Tariff. Provided, however, that may apply its own access tariffs upon applicable commission approval.
- 2.3 Rates. For originating and terminating toll traffic, each party shall pay the other BellSouth's intrastate or interstate whichever is appropriate, switched network access service rate elements (or 's access service rate elements where approved by a commission per above) on a per minute of use basis. Applicable rate elements are set out in BellSouth's Access Services Tariffs. The appropriate charges shall be determined by the routing of the call. If is the BellSouth end user's presubscribed interexchange carrier, or if the BellSouth end user uses as an interexchange carrier on a 10XXX basis, BellSouth shall charge the appropriate tariff charges for originating network access services. If BellSouth is serving as end user's presubscribed interexchange carrier or if 's end user uses BellSouth as an interexchange carrier on a 10XXX basis, shall charge BellSouth the appropriate BellSouth tariff charges for

originating network access services or 's access service rate elements where approved by a commission per above.

2.4 Additional Interconnection. To the extent provides intraLATA toll service to its customers, it may be necessary for it to interconnect at additional interconnection points, i.e. end offices, local tandems, or access tandems. Such interconnection shall not be on a reciprocal basis.

2.5 Compensation for 800 Traffic. Each party shall compensate the other pursuant to the appropriate originating switched access charges, including the database query charge, for the origination of 800 traffic terminated to the other party.

2.6 800 Access Screening. Should US LEC require 800 Access Ten Digit Screening Service from BellSouth, it shall have signaling transfer points connecting directly to BellSouth's local or regional signaling transfer point for service control point database query information. US LEC shall utilize SS7 signaling links, ports and usage as set forth in Attachment 2. US LEC will not utilize switched access FGD service. 800 Access Ten Digit Screening Service is an originating service that is provided via 800 Switched Access Service trunk groups from BellSouth's SS7 equipped end office or access tandem providing an IXC identification function and delivery of a call to the IXC based on the dialed ten digit number. The terms and conditions for this service are set out in BellSouth's Intrastate Access Services Tariff as amended.

3. Methods of Interconnection

3.1 Upon US LEC's request, BellSouth shall provide interconnection between BellSouth Network Elements provided to US LEC and US LEC's network at transmission rates designated by US LEC, including, but not limited to DS1, DS3 and STS-1.

3.2 Traffic shall be combined and routed as follows:

3.2.1 BellSouth shall provide direct trunks for local and intraLATA traffic, and ISP-bound traffic (except 911, directory assistance, operator services and other services that may require special routing) and, at US LEC's request, BellSouth shall allow US LEC to route such traffic either directly to a BellSouth's tandem or directly to a BellSouth end office.

3.2.2 At US LEC's request, BellSouth shall receive US LEC traffic destined to BellSouth Operator Systems Network Element, on trunks from a US LEC end office or a US LEC tandem.

- 3.2.3 At US LEC's request, BellSouth shall receive US LEC CAMA-ANI (Centralized Automatic Message Accounting – Automatic Number Identification) traffic destined to BellSouth B911 PSAPs, or E911 tandems, on trunks from a US LEC end office.
- 3.2.4 BellSouth shall combine and route traffic to and from other local carriers and interLATA carriers to US LEC through the BellSouth network, and at US LEC's request, BellSouth shall record and keep records of such traffic for US LEC billing purposes.
- 3.3 The parties agree to implement the most efficient trunking arrangement to exchange all traffic. For purposes of this Section, "most efficient" means the fewest number of trunks required to carry a forecasted load at P.01 grade of service.
- 3.3.1 BellSouth and US LEC shall use their best efforts to implement the most efficient interconnection architecture on a going forward basis. The parties agree to meet every six months for the duration of this Agreement, commencing with the Effective Date, to analyze the trunk recording capabilities and define the administration M&Ps by which efficient interconnection shall be properly implemented. When these M&Ps are agreed to by the parties, BellSouth and US LEC shall utilize two-way trunks for origination and termination of local and intraLATA traffic.
- 3.4 All trunking provided by BellSouth shall adhere to the applicable performance requirements set forth in this Agreement.
- 3.5 At US LEC's request, BellSouth shall provide for overflow routing from a given high usage trunk group or groups onto another final tandem trunk group.
- 3.6 BellSouth and US LEC shall agree on the establishment of two-way trunk groups for the exchange of traffic for other IXC's. These trunk groups can be provided in a "meet point" arrangement.
- 3.7 Interconnection shall be made available upon US LEC's request at any technically feasible point of interface. All trunk interconnections shall be provided, including SS7, MF, DTMF, Dial Pulse, PRI-ISDN (where available), DID (Direct Inward Dialing), CAMA-ANI, and trunking necessary to provide interim number portability.
- 3.8 Trunk Interface Requirements.
- 3.8.1 B911/E911Trunks. If a municipality has converted to E911 service, US LEC shall forward 911 calls to the appropriate E911 primary tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the primary tandem trunks are not available, US LEC shall alternatively route the call to a designated 7-

digit local number residing in the appropriate PSAP. This call shall be transported over BellSouth's interoffice network and will not carry the ANI of the calling party, which is at parity to BellSouth's handling of 911 calls from its customers.

3.8.2 Local Switch and Access Tandem Trunks.

3.8.2.1 BellSouth shall provide trunk groups provisioned exclusively to carry interLATA traffic, as designated by US LEC.

3.8.2.2 BellSouth shall provide SS7 trunks which provide SS7 interconnection. At US LEC's request, MF trunks may be substituted for SS7 trunks where applicable.

3.8.2.3 BellSouth shall simultaneously route calls based on dialed digits (in accordance with the standard GR-317-CORE), and Carrier Identification Code (in accordance with the standard GR-394-CORE) over a single SS7 trunk group.

3.8.3 BellSouth Operator Services Trunk.

3.8.3.1 For traffic from BellSouth's network to US LEC for Operator Services, BellSouth shall provide one trunk group per NPA served by the local BellSouth switch.

3.8.3.2 BellSouth shall provide such trunks as one-way trunks from BellSouth network to the US LEC network.

3.9 Trunking Options. Each of the following trunking arrangements shall be available at US LEC's option, unless BellSouth demonstrates, consistent with objectively verifiable engineering standards, that such arrangement is not technically feasible.

3.9.1 Two-Way Trunks. This trunk group shall combine BellSouth's terminating traffic to US LEC and US LEC's terminating traffic to BellSouth onto one trunk group. This arrangement is a substitute for US LEC's one-way trunk group to BellSouth and BellSouth's one-way trunk group to US LEC for terminating traffic. US LEC may order this trunk group to any switch in the BellSouth network, including end office switches.

3.9.2 Super Group. This trunk group shall combine the trunk group(s) terminating BellSouth's traffic to US LEC and US LEC's terminating traffic to BellSouth, together with the two-way trunk group that allows BellSouth to provide an intermediary switching functionality, whereby ALECs can route calls from the network of other ALECs, IXCs, ITCs, Wireless Carriers, etc., on a single two-way trunk group. US LEC may order this trunk group to any switch in the BellSouth network which has recording capability.

3.9.3 Multiple Tandem Access. This arrangement shall provide for ordering interconnection to a single access tandem or, at a minimum, less than all access tandems, within the LATA for US LEC's terminating traffic, BellSouth's terminating traffic, and transit traffic to and from other ALECs, IXCs, ITCs, Wireless Carriers, etc. This arrangement can be ordered in any of the aforementioned configurations (i.e., one-way trunks, two-way trunks, and/or super group).

3.9.4 This interconnection to the local tandem will be provisioned as two one way trunk groups or as a two way trunk group, at US LEC's option. This interconnection is for US LEC's terminating local traffic to BellSouth end offices within the local calling area served by this local tandem, and likewise BellSouth will terminate local traffic from these end offices to US LEC.

4. **Charges for Two-Way Trunk Groups**

Nonrecurring and recurring charges for two-way trunk groups shall be pro rated based upon the percentage of traffic carried over a particular trunk group. If that percentage cannot be determined, the costs of providing such trunking shall be shared equally by the Parties, subject to subsequent true-up based on the amount of traffic actually carried over such trunk groups.

5. **Network Design and Management for Interconnection**

5.1 Network Management and Changes. BellSouth shall work cooperatively with US LEC to install and maintain the most effective and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. BellSouth shall provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

5.2 Interconnection Technical Standards. The interconnection of all networks shall be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. The Parties shall meet to establish how such standards shall apply. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to BellCore Standard No. TR-NWT-00499. Signal transfer point, SS7 connectivity is required at each interconnection point. BellSouth shall provide out-of-band signaling and in-band signaling

using Common Channel Signaling Access Capability where technically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. The facilities of each party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID when technically feasible.

5.3

Quality of Interconnection. Interconnection for the transmission and routing of telephone exchange service and exchange access that BellSouth provides to US LEC shall be at least equal in quality to that which BellSouth provides to itself, any subsidiary or affiliate, or to any other party to which BellSouth provides local interconnection. BellSouth shall engineer all local calls, whether switched at BellSouth end offices or tandems, at transmission levels designed to enable US LEC to provide service at parity to that which BellSouth provides BellSouth end users. The Parties shall cooperate in developing reporting standards to ensure parity interconnection.

5.4

Network Management Controls. The Parties shall meet quarterly to develop and implement sound network management principles and controls, such as call gapping, to alleviate or prevent network congestion, and ensure that US LEC traffic traversing the BellSouth network does not experience greater blocking than BellSouth traffic traversing the network.

5.5

Common Channel Signaling. BellSouth shall provide LEC-to-LEC Common Channel Signaling ("CCS") to US LEC, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions, except for call return. BellSouth shall provide all CCS signaling parameters, including automatic number identification ("ANI"), originating line information ("OLI"), calling company category, charge number, etc. All privacy indicators shall be honored, and BellSouth shall cooperate with US LEC on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of CCS-based features between the respective networks.

5.6

Forecasting Requirements.

5.6.1

The Parties shall exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail necessary to establish the interconnections required to assure traffic completion to and from all customers in their respective designated service areas.

5.6.2

Both parties shall meet every three months, or at otherwise mutually agreeable intervals, for the purpose of exchanging non-binding forecasts of their traffic and volume requirements for the interconnection and Network Elements provided under this Agreement, in the form and in such detail as agreed by the Parties. Section 5.6.3 contains guidelines

regarding trunk forecasts, the forecast meetings and meeting intervals that the Parties can use to form the basis of their agreement. The Parties agree that each forecast provided under this Section 5.6.2 shall be deemed "Confidential Information" under the General Terms and Conditions – Part A of this Agreement.

5.6.3

The trunk forecast should include trunk requirements for all of the interconnecting trunk groups for the current year plus the next two future years. The forecast meeting between the two companies could be a face-to-face meeting, video conference or audio conference. It could be held regionally or based on some other geographic area. Ideally, these forecast meetings should be held at least semi-annually, or more often if the forecast is no longer usable. Updates to a forecast, or portions thereof, should be made whenever the Party providing the forecast deems that the latest trunk requirements exceed the original quantities by 24 trunks or 10%, whichever is greater. Either Party should notify the other Party if they have measurements indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. Also, either Party should notify the other Party if they know of situations where the traffic load is expected to increase significantly, thus affecting the interconnecting trunk requirements as well as the trunk requirements within the other Party's network. The Parties agree that the forecast information provided under this Section shall be deemed "Confidential Information" under Section 10 of the General Terms and Conditions of this Agreement.

5.6.4

In addition to, and not in lieu of, the non-binding forecasts required by Section 5.6.2, a Party that is required pursuant to this Agreement to provide a forecast (the "Forecast Provider"), or a Party that is entitled pursuant to this Agreement to receive a forecast (the "Forecast Recipient") with respect to traffic and volume requirements for the services and network elements provided under this Agreement, may request that the other Party enter into negotiations to establish a forecast (a "Binding Forecast") that commits such Forecast Provider to purchase, and such Forecast Recipient to provide, a specified volume to be utilized as set forth in such Binding Forecast. The Forecast Provider and Forecast Recipient shall negotiate the terms of such Binding Forecast in good faith and shall include in such Binding Forecast provisions regarding price, quantity, liability for failure to perform under a Binding Forecast and any other terms desired by such Forecast Provider and Forecast Recipient. The Parties agree that each forecast provided under this Section shall be deemed "Confidential Information" under the General Terms and Conditions – Part A of this Agreement. Notwithstanding the foregoing, under no circumstance should either Party be required to enter into a Binding Forecast as described in this Section.

5.6.5 For a non-binding trunk forecast, agreement between the two Parties on the trunk quantities and the timeframe of those trunks does not imply any liability for failure to perform if the trunks are not available for use at the required time.

5.7 Call Information. BellSouth shall provide US LEC with the proper call information, *i.e.*, originated call company number and destination call company number, CIC and OZZ, including all proper translations for routing between networks and any information necessary for billing where BellSouth provides recording capabilities. The exchange of information is required to enable each party to bill properly.

6. **Parity in Ordering and Provisioning**

BellSouth shall provide interconnection ordering and provisioning services to US LEC at parity to the ordering and provisioning services BellSouth provides to itself, its affiliates, other telecommunications carriers, and BellSouth end users. Detailed procedures for ordering and provisioning BellSouth interconnection services are set forth in the BellSouth Ordering Guide for CLECs.

7. **Local Dialing Parity**

BellSouth shall provide local dialing parity, meaning that US LEC customers will not have to dial any greater number of digits than BellSouth customers to complete the same call. In addition, BellSouth shall ensure that US LEC local service customers shall experience at least the same quality as BellSouth local service customers regarding post-dial delay, call completion rate and transmission quality.

8. **Reciprocal Compensation**

8.1 The Parties agree that charges for Local Traffic, local transit traffic and MTA traffic shall be the elemental rates set forth in Attachment 12. The Parties agree that the single rate for ISP-bound traffic shall be the applicable single rate set forth in Attachment 12 in accordance with the FCC's ISP Order on Remand. For service elements not encompassed by Attachment 12, at the rates set forth in applicable Switched Access tariffs or as otherwise agreed by the Parties.

8.2 ISP-bound Traffic is defined as calls to an information service provider or Internet service provider ("ISP") that are dialed by using a local dialing

pattern (7 or 10 digits) by a calling party in one Local Calling Area to an ISP server or modem in the same Local Calling Area. ISP-bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject the FCC's jurisdiction.

- 8.3 Notwithstanding the definitions of Local Traffic and ISP-bound traffic above, and pursuant to the FCC's Order on Remand and Report and Order in CC Docket 99-68 released April 27, 2001 ("ISP Order on Remand"), BellSouth and US LEC agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or US LEC that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered ISP-bound traffic for compensation purposes. BellSouth and US LEC further agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or US LEC that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered Local Traffic for compensation purposes.
- 8.3.1 For ISP-bound traffic exchanged during the year 2001, compensation at the rates set forth in the ISP Order on Remand and in Attachment 12 of this Agreement shall be applicable for minutes only up to a ceiling equal to the number of ISP bound minutes for which the terminating party was entitled to compensation in the first quarter of 2001 annualized, plus a ten percent growth factor. Any minutes above such ceiling shall not be compensable.
- 8.3.2 For ISP-bound traffic exchanged during the year 2002, compensation at the rates set forth in the ISP Order on Remand and in Attachment 12 of this Agreement shall be applicable for minutes only up to a ceiling equal to the number of ISP bound minutes for which the terminating party was entitled to compensation in 2001, plus a ten percent growth factor. Any minutes above such ceiling shall not be compensable.
- 8.3.3 For ISP-bound traffic exchanged during the year 2003, compensation at the rates set forth in the ISP Order on Remand and in Attachment 12 of this Agreement shall be applicable for minutes only up to a ceiling equal to the number of ISP bound minutes for which the terminating party was entitled to compensation in 2002. Any minutes above such ceiling shall not be compensable.
- 8.4 The delivery of traffic which transits the BellSouth network and is transported to another carrier's network shall be excluded from any BellSouth billing guarantees. Such traffic shall be delivered at the rates stipulated in this Agreement or by tariff to a terminating carrier. BellSouth

shall not be liable for any compensation to the terminating carrier. An agreement or valid order with the terminating carrier shall be established prior to the delivery of any transit traffic to BellSouth destined for the particular carrier's network. Further, US LEC shall compensate BellSouth for any charges or costs for the delivery of transit traffic to a connecting carrier on behalf of CLEC for which a valid contract or order has not been established. BellSouth shall compensate US LEC for all local and all internet service provider-bound traffic ("ISP-Bound Traffic") delivered to US LEC as provided in this Interconnection Agreement, less the minutes of such traffic for which BellSouth provides a transit function for another carrier and for which BellSouth provides US LEC with sufficient and timely Exchange Message Record ("EMR") format data identifying an originating carrier other than BellSouth and the amount of such traffic originated by said originating carrier to allow US LEC to timely bill that originating carrier for such traffic. Further, BellSouth shall cooperate with US LEC to provide information to US LEC and otherwise cooperate with US LEC to allow US LEC to bill any carrier for whom BellSouth transmitted traffic to US LEC, and BellSouth shall provide available information to US LEC necessary to the resolution of any such billing dispute.

LOCAL INTERCONNECTION - Tennessee

[illegible]

LOCAL INTERCONNECTION - Tennessee												
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)		Nonrecurring Disconnect		Attachment: 12		Exhibit 2	
							Rec	First	Add'l	SOMEK	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st
								First	Add'l			Incremental Charge - Manual Svc Order vs. Electronic-1st
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)												
INTERCARRIER COMPENSATION FOR ISP-BOUND TRAFFIC												
	Single Rate for ISP-Bound Traffic, per MOU (June 14, 2001 through December 13, 2001)						0.0015000					
	Single Rate for ISP-Bound Traffic, per MOU (December 14, 2001 through June 13, 2003)						0.0010000					
	Single Rate for ISP-Bound Traffic, per MOU (June 14, 2003 through December 31, 2003)						0.0007000					
INTERCARRIER COMPENSATION FOR LOCAL TRAFFIC, LOCAL TRANSIT TRAFFIC, AND MTA TRAFFIC												
END OFFICE SWITCHING												
	End Office Switching Function, Per MOU		OHD				0.0008041					
TANDEM SWITCHING												
	Tandem Switching Function Per MOU		OHD				0.0009778					
	Multiple Tandem Switching, per MOU (applies to initial tandem only)		OHD				0.0009778					
	Tandem Intermediary Charge, per MOU*		OHD				0.0009778					
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.		OHD				0.0015					
TRUNK CHARGE												
	Installation Trunk Side Service - per DSO		OHD	TPP++				334.29	57.01			
	Dedicated End Office Trunk Port Service-per DSO**		OHD	TDEOP			0.00					
	Dedicated End Office Trunk Port Service-per DSO1**		OHI OH1MS	TDETP			0.00					
	Dedicated Tandem Trunk Port Service-per DSO**		OHI OH1MS	TDWOP			0.00					
	Dedicated Tandem Trunk Port Service-per DSO1**		OHI OH1MS	TDW1P			0.00					
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements											
COMMON TRANSPORT (Shared)												
	Common Transport - Per Mile, Per MOU		OHD				0.000084					
	Common Transport - Facilities Termination Per MOU		OHD				0.0003871					
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)												
INTEROFFICE CHANNEL - DEDICATED TRANSPORT												
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month		OHL OHM	1L5NF			0.0174					
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Facility Termination per month		OHL OHM	1L5NF			18.58	17.37		3.51		
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month		OHL OHM	1L5NK			0.0174					
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month		OHL OHM	1L5NK			17.98	17.37		3.51		
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month		OHL OHM	1L5NK			0.0174					
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month		OHL OHM	1L5NK			17.98	17.37		3.51		
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month		OH1 OH1MS	1L5NL			0.3562					
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month		OH1 OH1MS	1L5NL			77.86	76.27		14.99		
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month		OH3 OH3MS	1L5NM			2.34					
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month		OH3 OH3MS	1L5NM			848.99	176.56		105.91		
LOCAL CHANNEL - DEDICATED TRANSPORT												
	Local Channel - Dedicated - 2-Wire Voice Grade per month		OHL OHM	TEFV2			19.43	198.33	24.16	54.81	4.80	
	Local Channel - Dedicated - 4-Wire Voice Grade per month		OHL OHM	TEFV4			20.56	201.53	24.83	55.52	5.51	
	Local Channel - Dedicated - DS1 per month		OH1	TEFHG			40.99	277.35	232.26	33.18	22.30	
	Local Channel - Dedicated - DS3 Facility Termination per month		OH3	TEFHJ			611.30	595.37	304.50	215.82	151.15	
LOCAL INTERCONNECTION MID-SPAN MEET												
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.												
	Local Channel - Dedicated - DS1 per month		OH1MS	TEFHG			0.00	0.00				
	Local Channel - Dedicated - DS3 per month		OH3MS	TEFHJ			0.00	0.00				
MULTIPLIERS												
	Channelization - DS1 to DSO Channel System		OH1 OH1MS	SATN1			80.77	141.87	77.11	44.47	42.62	
	DS3 to DS1 Channel System per month		OH3 OH3MS	SATN3			222.98	308.03	108.47	6.34	4.23	
	DS3 Interface Unit (DSI COC) per month		OH1 OH1MS	SATCO			17.58	6.07	4.66			
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.												
The Parties shall report a Percent Local Facility ("PLF") factor to each other to designate the portion of switched dedicated facilities used for local traffic. Detailed requirements associated with PLF reporting shall be found in BellSouth's Jurisdictional Factors Reporting Guide.												